

Property: Rolling Hills Apartments
Olive Branch, MS
Servicer Loan # 101072346

Pool # 624112PN
Project # 065-35599

ASSIGNMENT OF Deed of Trust

Capmark Finance Inc., Debtor-In-Possession, a California corporation, whose address is 116 WELSH ROAD, HORSHAM, PENNSYLVANIA 19044 ("Capmark"), as the holder of the instrument hereinafter described and for good and valuable consideration hereby endorses, assigns, sells, transfers and delivers to

Berkadia Commercial Mortgage LLC
118 Welsh Road
Horsham PA 19044

its successors, participants and assigns (collectively, "Assignee"), all right, title and interest of Berkadia Commercial Mortgage LLC in and to the following:

A Deed of Trust, by **Rolling Hills Ltd**, the ("Borrower"), **Greystone Servicing Corporation Inc.** [and "GREYSTONE"] dated as of **4/20/2004**, and recorded **4/20/2004**, recording info: **Book 1970, Page 0321**, in the DeSoto County, **Mississippi** records, securing the payment of a Promissory Note (the "Note"), dated of even date, in the original principal amount of **\$1,059,500.00** made by the Borrower, payable to the order of **GREYSTONE**, and encumbering the property described in Exhibit "A" attached hereto and by this reference made a part hereof.

Together with any and all notes and obligations therein described, the debt secured thereby and all sums of money due and to become due thereon, with the interest provided for therein, and hereby irrevocably appoints Assignee hereunder its attorney to collect and receive such debt, and to foreclose, enforce and satisfy the foregoing the same as it might or could have done were these presents not executed, but at the cost and expense of Assignee.

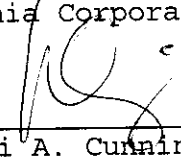
Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Berkadia Commercial Mortgage LLC hereunder possesses or to which

Berkadia Commercial Mortgage LLC is otherwise entitled as additional security for the payment of the Note and other obligations described herein.

This Assignment shall be governed in all respects by the laws of the state in which the aforementioned instruments were recorded and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Capmark has duly executed this Assignment as of the 9th of December, 2009.

Capmark Finance Inc., Debtor-In-Possession
A California Corporation

by: 
Darri A. Cunningham
Vice President

STATE OF PENNSYLVANIA

SS:

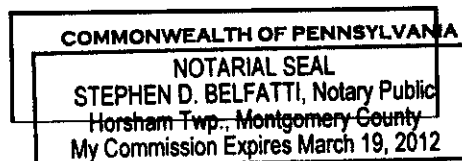
COUNTY OF MONTGOMERY

On the 9th day of December, 2009, before me Stephen D. Belfatti, a Notary Public in and for the said State, personally appeared **Darri A. Cunningham, Vice President** of Capmark Finance Inc., Debtor-In-Possession, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal


Notary Public

My Commission Expires:



Prepared by:
CT Lien Solutions
PO Box 29071, Glendale, CA 91209-9071
800-331-3282

When recorded mail to:
CT Lien Solutions 213 11425
PO Box 29071, Glendale, CA 91209-9071
CTLS ID: CFI1403

Loan:101072346 Proj:065-35599



Rolling Hills Apartments

10-1072346

LEGAL DESCRIPTION

being survey of 4.88 acres in Section 26, Township 1 South, Range 6 West, said property being the Clarence H. Plinn and Robert H. Marr Tract as described in Book 305, Page 576 of record in the Records Office, Deoto County, Mississippi and being more particularly described as follows:

Beginning at a point in the north line of Goodman Road, said point being the southeast corner of the F. J. Bass property described in Book 58, Page 549, said point being 30 feet north of the south line of Section 26, Township 1 South, Range 6 West, and 1155 feet east of the west line of said Section 26; thence North $84^{\circ} 47' 18''$ East with the north line of Goodman Road 165.04 feet to a point; thence North $05^{\circ} 15'$ West a distance of 1280.76 feet to a point; thence South $84^{\circ} 37' 19''$ West a distance of 165.04 feet to a point; thence South $05^{\circ} 15'$ East a distance of 1290.28 feet to the point of beginning and containing 4.88 acres.

SW 1/4 Section 26

STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.

This the 14 day of MARCH, 20 05

W. E. Davis, Clerk of the chancery court

By H. H. H. H. D.C.

10-1072346